

FY 23

NORTH CAROLINA

SHORT TERM/SOLE PROPRIETOR

CHATHAM COUNTY

GOODS AND/OR SERVICE AGREEMENT

THIS AGREEMENT FOR GOODS AND/OR SERVICES, (this "Agreement") by and between Chatham County, ("County"), whose address for notices is Post Office Box 1809, Pittsboro, North Carolina, 27312 and Indoff, Inc., whose address for notices or any other communications required or permitted hereunder is 10800 Summerton Drive, Raleigh, NC 27614 ("Contractor");

WHEREAS, Contractor has agreed to provide goods and/or services as hereinafter set forth in a professional manner in accordance with the standards of Contractor's business or industry; and

WHEREAS, the County wishes to enter into an Agreement with Contractor to provide the goods and/or services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference, and made an integral part of this Agreement;

NOW THEREFORE, in consideration of the mutual agreements described below, the parties agree as follows:

Term of Agreement: The term of this Agreement shall commence on October 17, 2022 and end on February 28, 2023, unless terminated as hereinafter set forth.

2. Scope of Work: The Contractor shall provide to the County the Services (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.

3. Compensation: As compensation for the services to be provided by Contractor, the County shall pay the Contractor the sum of **\$243,695.25** plus \$17,058.67 sales tax for a total of **\$260,753.92**, payable within (30) days from receipt of a proper invoice, or as otherwise set forth in Appendix 1.

4. Insurance: Depending upon the type of Services provided and number of employees, Contractor may be required to maintain insurance coverage as specified by the County. The insurance required, if any, is set forth on Appendix 2 attached hereto and incorporated in by reference and made an integral part of this Agreement. Contractor shall provide proof of the required insurance to County, naming county as *additional insured*.

5. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall no legal authority to bind the County.

6. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, at the address provided above. Either party may change its address for notice under this Agreement by giving written notice of such change to the other party in accordance with the provisions of this paragraph.

7. Termination: This Agreement may be terminated as follows:

- (i) Cause: If the services provided by Contractor under this Agreement are not performed as specified herein, this Agreement may be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:
 - (a) Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
 - (b) Failure to keep and maintain any equipment required for the performance of this Agreement in good working order and in compliance and with all laws.

- (c) Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute, or failure to comply with any statutory requirement included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by reference.
- (d) Failure to maintain the insurance required by this Agreement.
- (e) Charging rates or fees in excess of those permitted under in this Agreement.
- (f) Inefficient, or unsafe practices in providing Services.
- (g) The material breach of any provision of this Agreement.

(ii) Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provisions of this Agreement. In the event of such termination the County shall pay the Contractor its costs directly attributable to Services received by the County in compliance with the Agreement prior termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the Contractor's normal course of doing business. The County is not liable for loss of any profits anticipated to be made hereunder, nor for any special, consequential or similar damage.

8. Indemnity: Contractor agrees to indemnify and hold harmless the County, its officers, agents, servants, and employees from any and all claims, actions, lawsuits, losses, damages, expenses, judgments, or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) suffered by the County and proximately caused by an act or omission of Contractor, its subcontractors, agents, or employees.

9. County Policy: The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

10. State and Federal Requirements; County Terms and Conditions: By signing this Agreement Contractor certifies that (if applicable) Contractor, and any of Contractor's subcontractor are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein, made an integral part of this Agreement, and may be found at the County's web site: <http://www.chathamcountync.gov/finance>. A hard copy of the Terms and Conditions is available upon request.

11. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or agreement prepared by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

Chatham County

By: _____
Dan LaMontagne, County Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Roy Lynch, Finance Director

Contractor

By: Pam Hake
Pam Hake
Indoff, Inc.
10800 Summerton Drive
Raleigh, NC 27614
919-518-0600
Pam.hake@indoff.com

APPENDIX 1

SCOPE OF WORK: Provide all labor and material to install the commercial furniture package under State Contract NC420A for the new EOC in accordance with the attached detailed proposals and scopes contained within.

PROJECT NAME: CCEOC Furniture Package

SCOPE OF SERVICES: Furnishing of and installation of the commercial furniture for the new EOC

TOTAL COMPENSATION: \$243,695.25 plus \$17,058.67 sales tax for a total of \$260,753.92

COMPLETION DATE: On or before February 28, 2023



QUOTE
Quote Date 08/11/2022

8573814

Theresa Guest
Email: theresa.guest@indoff.com
Phone: 919-518-0600 Fax: 919-518-0601

Bill To: Chatham County
PO Box 608
Pittsboro, NC 27312

Ship To: Attn: Brian Stevens
Chatham County EOC Center
112 Innovation Way
Pittsboro, NC 27312

Customer	Purchase Order Number	Department/Tag
163401	Chatham County EOC	Chatham County EOC
Sales Person	Date Requested	
Theresa Guest	2022-08-11	

Customer Instructions

Qty	UM	Item	Description	Unit Price	Extended Price
1.00	EA	product	NC 420A vendors AIS Acct Code: 21800242 National: 30002919 Exemplis (Sitonlt): 201800242-420A St. Timothy: 201800242 Moduform: 420A Product per attached spreadsheet	224,645.25	224,645.25
1.00	EA	labor	All work during standard business hours Area to be clear prior to start of work 1st floor or elevator access All voice/data cabling by others Furniture to be installed as shown on print, required modifications may result in additional charges Any events that impede the normal progression of work will result in additional charges Product may be hold in warehouse at no charge for 7 calendar days from first receipt. Beginning the 8th day, short term storage rates to accrue at \$1/sq/ft	19,050.00	19,050.00

Sub-total	243,695.25
* Estimated Tax	17,058.67
Quote Total	(USD) 260,753.92

* Tax will be calculated on rates in effect at the date of invoice and may change from the amount stated on this quote.